

This instrument was prepared by: KIM KENDALL
1755 LYNNFIELD, BUILDING D-2ND FLOOR
MEMPHIS, Tennessee 38119

After recording return to:

FIRST HORIZON HOME LOAN CORPORATION
1755 LYNNFIELD RD., BLDG D, 2ND FLOOR
MEMPHIS, TN 38119
Phone: 901-523-5268

AFTER RECORDING, RETURN TO:
AMERICAN TITLE, INC.
P.O. BOX 641010
OMAHA, NE 68164-1010

ATI#

200901130323

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**MODIFICATION TO HOME EQUITY LINE OF CREDIT
AGREEMENT AND HOME EQUITY LINE OF CREDIT DEED OF TRUST**

THIS MODIFICATION AGREEMENT (this "Agreement") is made between FIRST TENNESSEE BANK NATIONAL ASSOCIATION and JAMES ANDREW STEADMAN and ANDREA ELLEN STEADMAN ("Borrower"). In this Agreement the words "you" and "your" mean each person, individually and jointly, who signs this Agreement as "Borrower". The words "we," "us" and "our" mean FIRST TENNESSEE BANK NATIONAL ASSOCIATION.

WHEREAS, Borrower has entered into a Home Equity Line of Credit Agreement and Disclosures under the Federal Truth-In-Lending Act (the "Line of Credit Agreement") with us, dated JANUARY 03, 2008 which is secured by a Line of Credit Deed of Trust of the same date recorded in BOOK 2,844 AT PAGE 488 of the Official Records of DESOTO County (the "Security Instrument")¹, covering real property located at 9063 SANDY DRIVE, OLIVE BRANCH, MISSISSIPPI 38654, (the "Property"), (collectively, the "Loan Documents"); and

WHEREAS, you desire that we agree to certain changes to the Line of Credit Agreement as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, you agree with us as follows:

A. AMENDMENT OF LINE OF CREDIT AGREEMENT. Effective as of FEBRUARY 03, 2009 (the "Effective Date"), the Line of Credit Agreement shall be modified with respect to such of the following items as are initialed by Borrower:

1. The Credit Limit specified in the paragraph of the Line of Credit Agreement entitled "Specific Information" will be increased from \$116,524.00 to \$150,000.00.

2. The Draw Period specified in the paragraph of the Line of Credit Agreement entitled "Specific Information" will be increased from five (5) Years to ten (10) Years, expiring on N/A.

3. The Repayment Period specified in the paragraph of the Line of Credit Agreement entitled "Specific Information" will be reduced from fifteen (15) Years to Ten (10) Years.

Borrower's Initials

JAS RES

JAS RES

N/A

4. The Repayment Period specified in the paragraph of the Line of Credit Agreement entitled "Specific Information" will be increased from fifteen (15) Years or Ten (10) Years to Twenty (20) years.

JAS RES

5. Your Rate Differential (Margin above U.S. Prime) specified in the paragraph of the Line of Credit Agreement entitled "Rates" will be increased from N/A to N/A.

JAS RES

6. Your Rate Differential (Margin above U.S. Prime) specified in the paragraph of the Line of Credit Agreement entitled "Rates" will be decreased from N/A to N/A.

JAS RES

7. "Your account is in the repayment period specified in the paragraph of your Home Equity Line of Credit agreement entitled "Specific Information." You have requested a modification to reopen and extend your draw period and/or your repayment period, as indicated above. Be advised that during the repayment period you were billed principal and interest, and any principal payments have been applied to reduce your outstanding principal balance. At your request we will reopen and extend your draw period, as stated above, and commencing with your next monthly statement you will be billed according to the terms of your Home Equity Line of Credit agreement for the Draw Period. By signing your initials you consent and agree."

N/A

B. MODIFICATION OF SECURITY INSTRUMENT.

1. As of the Effective Date, the Security Instrument shall be modified to increase the principal sum that may be secured thereby from \$116,524.00 to \$150,000.00.

2. As of the Effective Date the Security Instrument shall be modified to revise the maturity date from JANUARY 03, 2028 to JANUARY 03, 2038.

C. OTHER TERMS

1. Except as to changes described in Section B of this Agreement, this Agreement shall not affect our security interest in, or lien priority on, the Property.

2. This Agreement shall not be construed to be a satisfaction, novation or partial release of the Line of Credit Agreement or the Security Instrument.

3. We do not waive our right to: (i) prohibit or restrict any future amendments or modifications you may request, or (ii) enforce any of our rights or remedies under any of the Loan Documents.

4. Except as amended by this Agreement, all terms and conditions of the Loan Documents shall remain in full force and effect. In the event of any irreconcilable conflict between any provision

of this Agreement and any provision of a Loan Document, the provisions of this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the date established herein.

WITNESS:

Sign Name: Robin D. Michaels

Print Name: Robin D. Michaels

Sign Name: Elaine Devres

Print Name: Elaine Devres

BORROWERS

James Andrew Steadman 02/03/2009
Borrower JAMES ANDREW
STEADMAN Date

Andrea Ellen Steadman 02/03/2009
Borrower ANDREA ELLEN
STEADMAN Date

Borrower _____ Date _____

Borrower _____ Date _____

FIRST TENNESSEE BANK NATIONAL ASSOCIATION

Kim Kendall
Kim Kendall

By: Lapula Smith
Name: Lapula Smith
Title: Limited Vice President
Date: 2/9/08

K

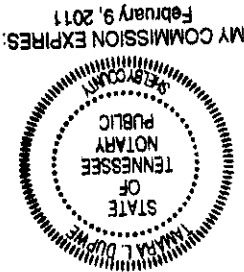
ACKNOWLEDGEMENTS²

State of ~~Mississippi~~ Tennessee
County of Shelby

Personally appeared before me, the undersigned authority in and for the said County and State, on this 4th day of Feb., 2009, within my jurisdiction, the within named James A Steadman & Andrea E Steadman, who acknowledge that (he) (she) (they) executed the above and foregoing instrument.

Tamara L. Dupue
Notary Public
Print name: Tamara L. Dupue

My Commission expires:
Feb. 09, 2009
(Affix official seal, if applicable)

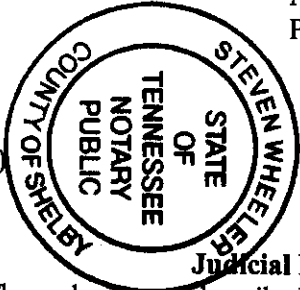


State of TENNESSEE
County of SHELBY

Personally appeared before me, the undersigned authority in and for the said County and State, on this 9th day of February, 2009, within my jurisdiction, the within named Laquissa Smith, who acknowledge that she is Limited Vice President of FIRST TENNESSEE BANK NATIONAL ASSOCIATION, a corporation, and that for and on behalf of said corporation, and as its act and deed she executed the above and foregoing instrument, after first having been duly authorized by said corporation to do so.

Steven Wheeler
Notary Public
Print name: Steven Wheeler

My Commission expires:
9/26/2012
(Affix official seal, if applicable)



To the Chancery Clerk of the Judicial District of
County, Mississippi: The real property described herein is situated in the
Quarter of the Quarter of Section
, Township , Range of the
Judicial District of County, Mississippi.

¹ If there will not be any modification of the Security Instrument, i.e. no increase in the credit limit, it is not necessary to complete the recording information for the Security Instrument.

² If there will not be any modification of the Security Instrument, i.e. no increase in the credit limit, it is not necessary to provide acknowledgements for this Agreement.

EXHIBIT A

NAME(S): JAMES ANDREW STEADMAN AND ANDREA ELLEN STEADMAN

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED AND BEING IN THE COUNTY OF DESOTO, STATE OF MISSISSIPPI, DESCRIBED AS FOLLOWS:

LOT 18, CENTERHILL CROSSING, SITUATED IN SECTION 16, TOWNSHIP 1 SOUTH, RANGE 5 WEST, DESOTO COUNTY, MISSISSIPPI, AS PER PLAT RECORDED IN PLAT BOOK 90, PAGES 49-50, CHANCERY CLERK'S OFFICE, DESOTO COUNTY, MISSISSIPPI.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

BEING THE SAME PREMISES CONVEYED TO JAMES ANDREW STEADMAN AND ANDREA ELLEN STEADMAN FROM HARVEST CONTRACTING, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY BY WARRANTY DEED DATED 10/31/2007, AND RECORDED ON 12/17/2007, AT BOOK 574, PAGE 617, IN DESOTO COUNTY, MS.